

REMARKS

In the Office Action the Examiner noted that claims 1-17 are pending in the application, and the Examiner rejected all claims (although claim 17 was rejected merely on 35 U.S.C. §112 grounds). By this Amendment, claims 1, 3-4, 6, 8-9, and 12-17 have been amended. No new matter has been presented. Thus, claims 1-17 are pending in the application. The Examiner's rejections are traversed below, and reconsideration of all rejected claims is respectfully requested.

Interview Conducted On November 16, 2007

The Applicants express appreciation to the Examiner for the interview granted on November 16, 2007. At this interview, the Applicants discussed the fact that the cited prior art references disclosed no such interactions between a client and suppliers of goods and/or services, and also discussed the term that was the subject of the Examiner's §112 rejections. No agreement was reached, as the Applicants agreed to amend the claims to more clearly recite some of the patentable features. By this Amendment, the claims have been amended accordingly. Additional points raised at the interview are also included in portions of the remarks below.

Examiner Did Not Consider Claim 17

In the Reply submitted on March 30, 2006, the Applicants noted that the Examiner failed to consider the patentability of claim 17 over the cited prior art references. As the Office Action was incomplete, the Applicants requested the Examiner to examine claim 17 and issue an action containing the Examiner's findings. The Examiner subsequently withdrew the finality of the Office Action issued on December 5, 2005.

However, the Examiner appears to have failed to consider claim 17 yet again in the current Office Action, except for the 35 U.S.C. §112 rejection made to that claim. Therefore, as the rejected term is no longer recited in claim 17 (as discussed later in the next section of this Amendment), the Applicants respectfully submit that claim 17 is in condition for allowance. Alternatively, as the Examiner has yet to address the subject matter of claim 17, the Applicants respectfully submit that making a next Office Action final would be improper, since the subject matter of claim 17 has not been examined.

Claim Rejections Under 35 USC §112

On pages 2-3 of the Office Action the Examiner rejected claims 1, 4, 12-13, and 17 under 35 U.S.C. §112, second paragraph, as allegedly being indefinite for failing to particularly point out and distinctly claim the subject matter which the Applicants regard as the invention. The Examiner cited the term “abstract mediating request” as being arbitrary.

By this Amendment, claims 1, 4, 12-13, and 17 have been amended, and no longer recite the term as rejected by the Examiner. Therefore, the Applicants respectfully request the withdrawal of the Examiner’s §112 rejections of these claims.

Claim Rejections Under 35 USC §103

On pages 3-6 of the Office Action the Examiner rejected claims 1-16 under 35 U.S.C. §103(a) as being unpatentable over U.S. Patent No. 5,895,450, issued to Sloo (hereinafter referred to as “Sloo”) in view of U.S. Patent No. 6,330,551, issued to Burchetta et al. (hereinafter referred to as “Burchetta”), and further in view of U.S. Patent No. 6,236,980, issued to Reese (hereinafter referred to as “Reese”). The Applicants respectfully traverse the Examiner’s rejections of these claims.

Claim 1 of the present application, as amended, recites a mediation negotiating method for mediating a negotiation between a client and suppliers of goods and/or services using an electronic network. A mediating request received from a client is analyzed to form requesting conditions, including a plurality of prioritized conditional items, which are then notified to a plurality of the suppliers selected in accordance with the requesting conditions. After receiving response information from participating suppliers, the response information is then notified to the client and the selected suppliers. The Applicants respectfully submit that none of the cited references, either alone or in combination, disclose or suggest at least these features recited in claim 1.

The Applicants respectfully submit that the references cited by the Examiner apparently disclose no such commercial interaction, i.e., between a client and suppliers of goods and/or services, at all. Sloo discloses a program which presents a draft solution from a claimant against another party in a legal claim. The program facilitates a negotiation processing in which, in a legal dispute, the program directs an apparatus to receive a complaint from a complainant against a subject, to receive from the subject a response to the complaint, and to store the

complaint and response in a data record, along with negotiating a settlement of the complaint. Therefore, there are no client and suppliers involved. In fact, there are apparently only two parties involved in the process disclosed in Sloo, i.e., the complainant and the subject. Thus, a commercial transaction between a client and a plurality of suppliers is not even contemplated, much less disclosed or suggested. Therefore, there is also no selection of certain suppliers among a plurality of suppliers according to priority conditions. The Applicants respectfully submit that Sloo apparently neither discloses nor suggests any of the recited features of claim 1, and in fact operates in a wholly different field of endeavor.

Likewise, Burchetta discloses a computerized system for automated dispute resolution through the internet for communicating and processing a series of demands to satisfy a claim made by or on behalf of a claimant or other person involved in a dispute with at least one other person, such as a defendant or defendant's insurer. The portion of Burchetta cited by the Examiner discloses a negotiation processing, for example, when negotiations cannot be started because a first criterion is not satisfied in comparison of a first request with a presentation applied for within a prescribed period of time, another comparison is made as to whether a second request and presentation satisfy a second criterion. However, Burchetta apparently merely discloses only comparing a plurality of requests with a plurality of presentations, and nothing regarding allocating priorities to request contents, nor presenting response information to a client and a plurality of suppliers. In fact, as in Sloo, there is no client/supplier interaction at all disclosed or contemplated in Burchetta. Therefore, Burchetta does not cure any of the many deficiencies of Sloo in regard to claim 1 of the present application, and also operates in a different field of endeavor.

Reese also does not cure any of the deficiencies of Sloo or Burchetta in regard to claim 1 of the present application. Reese discloses a sequential display of abstracts of magazine articles in accordance with a ranking of the recommenders. However, this ranking is prepared merely on the recommendations of the recommending parties, and there is no disclosure or even contemplation of allocating priorities regarding requesting conditions from a client, and selecting suppliers based on those priorities. Again, as with Sloo and Burchetta, there is apparently no client/supplier interaction disclosed or contemplated in Reese.

In order to form a proper §103 rejection, the cited references must disclose all of the features of the rejected claim. As discussed above, none of the cited references, either alone or in combination, disclose or suggest the recited features of claim 1 of the present application. In fact, none of the recited features of claim 1 are even contemplated by the cited references, as

they do not contemplate any sort of client/supplier interaction. Therefore, the Applicants respectfully submit that claim 1 patentably distinguishes over the cited references, and further respectfully requests the withdrawal of the Examiner's §103 rejection of claim 1.

Claims 2 and 4-11 depend from claim 1 and include all of the features of that claim plus additional features which are not disclosed or suggested by the cited references. Therefore, it is respectfully submitted that claims 2 and 4-11 also patentably distinguish over the cited references.

Independent claims 3 and 12-16 recite similar features to those discussed in regard to claim 1, and which are not disclosed or suggested in the cited references. For example, claims 15-16 recite receiving response information from a plurality of suppliers of goods and/or services arranged in accordance with the priorities of request contents inputted into said negotiation field. At least these features are not disclosed, suggested, nor contemplated in the cited references. Therefore, it is respectfully submitted that claims 2 and 12-16 also patentably distinguish over the cited references.

Summary

In accordance with the foregoing, claims 1, 3-4, 6, 8-9, and 12-17 have been amended. No new matter has been presented. Thus, claims 1-17 are pending and under consideration.

There being no further outstanding objections or rejections, it is respectfully submitted that the application is in condition for allowance. An early action to that effect is courteously solicited.

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Finally, if there are any formal matters remaining after this response, the Examiner is requested to telephone the undersigned to attend to these matters.

If there are any additional fees associated with filing of this Amendment, please charge the same to our Deposit Account No. 19-3935.

Respectfully submitted,

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